

UNITED STATE DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA

Plaintiff,

vs.

AR FRAMING, INC.

and

AJR FRAMING, LLC

and

AURELIO RODRIGUEZ

Defendants.

Civil Action No. 5:13 CV 000537

STIPULATED JUDGMENT WITH STAY OF EXECUTION

Plaintiff National Union Fire Insurance Company of Pittsburgh, PA (“National Union”) and Defendants AR Framing, Inc., AJR Framing, LLC, and Aurelio Rodriguez (collectively the “Defendants”) have stipulated to a judgment with a stay of execution. Pursuant to :

1. Pursuant to a duly and concurrently executed Settlement Agreement between National Union and Defendants (the “Settlement Agreement”), the Defendants agreed to make installment payments to settle the outstanding dispute, with a stipulated judgment and stay of execution.

2. Pursuant to the Settlement Agreement, Defendants agreed to remit \$310,000 to National Union under the following installments:

- a. **INITIAL PAYMENT:** Not later than November 7, AR, AJR, and Rodriguez would make an initial payment to National Union of **\$60,000**.

b. **SUBSEQUENT PAYMENTS:** AR, AJR, and Rodriguez further agreed to pay the remaining \$250,000 over eighteen months, in the following installments:

i. Three installment payments—totaling \$160,000—ever six months:

1. \$55,000—April 10, 2015;
2. \$55,000—October 10, 2015;
3. \$50,000—April 10, 2016.


ii. Monthly installment payments of \$5,000, on the 10th of the Month, in each of the months beginning on December 10, 2015, with a final payment on May 10, 2016, for a total payment of \$90,000.

3. It is hereby ordered that if Defendants fail to remit any of the installments described in paragraph two (above) or cure the breach within ten days, Defendants will owe a lump-sum judgment equal to \$310,000, less any installment payments remitted to National Union prior to defaulting on the installment payments (the “Judgment Balance”).

4. In addition to the judgment balance, breach of the Settlement Agreement shall give National Union the right to reasonable attorney’s fees, plus pre-judgment interest at 6% from the execution date of the Settlement Agreement until the date of entry of this judgment, post-judgment interest at the statutory rate, and all court costs incurred by National Union in having to enforce the Settlement Agreement.

5. The Defendants waive the right to appeal any judgment entered pursuant to this stipulation except for a breach of the terms of paragraph two (2) hereof.

DATED THIS 19 DAY OF December, 2014.


Judge James C. Dever III